

MUNICIPAL POOL USE AGREEMENT

This agreement is made and entered into by and between the WEST LAFAYETTE CITY BOARD OF PARKS AND RECREATION, hereinafter referred to as "PARKS" and the BOILERMAKER AQUATICS, INC., hereinafter referred to as "BA."

BA is a club swim team in team in West Lafayette, Indiana, and is in need of a pool for practice.

Parks is the owner of a certain municipal pool located in the City of West Lafayette, Indiana.

The parties wish to allow the BA to use the Parks' pool for swim practice for the mutual benefit of both parties.

In consideration of the premises and of the mutual covenants hereinafter contained, the parties agree as follows:

1. Premises. The Premises consist of the West Lafayette Municipal Pool located at 1200 N Salisbury St, West Lafayette, Indiana 47906 plus the related facilities at that location.

2. Term. The Term of this agreement is for the 2016 Municipal Pool swimming season as determined by Parks. Subject to section 3 below, use of the Premises will be available for practices on Monday, Tuesday, Wednesday, Thursday and Friday mornings from 6:00 a.m. until 8:00 a.m., during the Municipal Pool Swimming Season.

3. Use of Premises. The Premises will only be used for swimming practice by participants in BA' swimming program. Reasonable efforts will be made to accommodate BA's use of the Premises; however, in the event that there is a scheduling conflict with Parks' sponsored activities, all Parks' sponsored activities will be given priority over BA.

4. Consideration. As consideration for the use of the Premises, BA agrees to pay a user fee of \$425 for the season, which payment is due on or before May 31, 2016.

5. BA Rights. During the Term, BA may prepare the Premises for competitive swimming practice, which includes dividing the pool into lanes. No storage facilities are included with this agreement.

6. BA Responsibilities. BA shall be responsible for the general cleanliness, maintenance of the pool and other facilities during their use. The pool and other facilities must be returned to Parks in the same condition as prior to use. If the pool and other facilities are damaged or are not clean, BA will be charged for the repairs and extra maintenance required by Parks, and BA may be denied future use.

7. Indemnification. BA shall indemnify and hold both the West Lafayette Parks & Recreation Department and the West Lafayette Community School Corporation harmless from any and all claims or liabilities which may be asserted against West Lafayette Parks & Recreation Department and the West Lafayette Community School Corporation arising out of or in connection with BA's use of the Premises. The Premises are available for use subject to the Parks' standard Rules and Rental Policy, and BA agrees to comply with the Rules and Rental Policy. BA acknowledges that use of the Premises is available at their discretion, and that they are not compelled in any way to use the Premises. Use of the Premises involves a degree of risk of injury and even death and BA is voluntarily using the Premises with knowledge of the dangers involved.

In consideration of being allowed to use the Premises, BA and its participants hereby release and forever discharge, and agree to indemnify and hold harmless, the City of West Lafayette, the West Lafayette Parks & Recreation Department and the West Lafayette Community School Corporation, and their boards, officers, agents, employees, and representatives and any person or entity acting on their behalf, from any and all responsibility and liability (including attorney fees) for injuries, damages or death resulting from or arising out of the use of the Premises.

8. Insurance. BA agrees to maintain public liability insurance in amounts acceptable to Parks, which insurance will name the West Lafayette Parks & Recreation Department and the West Lafayette Community School Corporation as an additional insured. BA will provide Parks with proof of insurance along with the completion of this agreement.

9. BA Representatives. At least one of the following designated User representatives shall be present during use of the Pool.

_____	(Phone: _____)
_____	(Phone: _____)
_____	(Phone: _____)
_____	(Phone: _____)

10. Pool Rules. BA acknowledges it has read and understands the following rules governing the use of the Premises and other facilities, has explained them to participants, and has agreed to follow them. BA understands that the activity may be suspended immediately and/or the participants may lose the privilege of use of the Premises and other facilities if rules are not followed.

A. Complete list of lifeguards along with current certifications must be provided and on file before first day of use. Certifications include ARC Lifeguard Training and CPR-PR or equivalent.

B. A schedule of swim days and times must be provided. Any additions or changes should be confirmed with the Parks Department Aquatics Director.

C. A certified lifeguard from the prearranged list must be on duty and on chair with rescue tube at all times there are swimmers in the water. Lifeguard compensated by BA.

D. All equipment must be returned to proper storage areas at completion of practice. Use of Parks' equipment is prohibited, other than lap lanes. If lap lanes are used and in the process of taking them off or returning them to the reel some fragments of the plastic breaks off, sweep up any pieces from the deck.

E. Coaches may enter through the guard room. All swimmers must use the appropriate locker room. No swimmers should be in the guard room for any reason.

F. In the event of an injury, BA should provide their own first aid kit. This would include ice packs. Injury report forms will be provided by Parks and all injuries must be documented on the appropriate form.

G. All food must be kept in the concession area.

H. When practice is over, the facility should be secured as it was found. If the Parks Department swim lesson coordinator arrives before BA is finished, he/she will assume responsibility for the facility.

I. BA is responsible for maintaining the locker rooms following use by BA. All trash should be picked up and any standing water on the floors should be dried before swimmers leave.

J. All coaches and swimmers must park in the public main parking lot. The drive should remain open as a walkway.

K. Possessing or consuming alcoholic beverages is strictly prohibited on public property. Persons observed possessing or consuming alcohol are subject to arrest.

L. User shall not engage in any action that will be a violation of any municipal, state, or federal laws or regulations.

M. Commercial enterprises and sales of articles, privileges, or services are not permitted unless written permission is obtained from Parks.

N. Cars, motorcycles, or other vehicles must be parked only in areas designated for public parking.

O. Signs, notices, or advertisements may not be posted unless written permission is obtained from Parks.

11. Default. In the event either party should default on any of the terms of this agreement, and fails to cure such default within 10 days after receiving written notice from the non-defaulting party, the non-defaulting may immediately terminate this agreement.

12. Miscellaneous. BA may not sublet or assign its rights under this agreement. The failure of either party to insist upon prompt and strict performance of any of the terms of this agreement or to exercise any rights under this agreement shall not operate as a waiver of the same or of any other term or right of this agreement.

Each party is signing this agreement on the date set out below.

WEST LAFAYETTE CITY BOARD
OF PARKS AND RECREATION

BOILERMAKER AQUATICS, INC.

By: _____
Printed: _____
Title: _____
Date: _____

By: _____
Printed: _____
Title: _____
Date: _____

Address: 1101 Kalberer Road
West Lafayette, IN 47906

Address: _____
